

7. Rao Dalip Singh, M.L.A.	Member
8. District Employment Officer, Rewari	Do
9. Assistant Employment Officer, Mohindergarh	Do
10. Assistant Employment Officer, Jatusana	Do
11. Executive Engineer (B & R) Rewari	Do
12. Assistant Registrar, Co-operative Societies, Mohindergarh	Do
13. Secretary, District Sainik Board, Narnaul	Do
14. District Welfare Officer, Narnaul	Do
15. Principal, I.T.I. Narnaul	Do
16. District Industries Officer, Narnaul	Do
17. District Education Officer, Narnaul	Do
18. Manager, Rewari Textile Mill, Rewari	Do
19. Chief Medical Officer, Narnaul	Do
20. Executive Engineer, H.S.E.B., Narnaul	Do
21. District Employment Officer, Narnaul	Member-Secretary

2. The object of the committee would be to advise the District Employment Exchange, Mohindergarh, on problems relating to employment, creation of employment opportunities and the working of the employment service. Its function would be as follows :—

- (i) to review the employment position and assess employment and unemployment trends and suggest measures for expanding employment opportunities ;
- (ii) to advise on the development of Employment Services ;
- (iii) to advise on development of personnel retrenched on the completion of development projects ;
- (iv) to consider special programme relating to educated unemployed ;
- (v) to advise on the development of the Vocational Guidance and Employment Counselling at Employment Exchanges ;
- (vi) to assess the requirements of trained craftsmen and advise the National Council for Training in Vocational Trades.

3. The terms of the office of the members of the Committee would be one year.

4. If a member of the Committee fails to attend two consecutive meetings of the Committee without sufficient cause and without previous intimation to the Chairman, he would be liable to be removed by Government. The members are expected to keep all information of confidential nature secret unless authorised to disclose the same to the public.

G. V. GUPTA, Secy.

#### LABOUR DEPARTMENT

The 20th June, 1978

No. 11(112)-3Lab-78/5808.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workmen and the management of M/S Rattan Chand Harjas Rai (Mouldings) Pvt., Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,  
HARYANA, FARIDABAD.

Reference Nos. 6 of 1977 and 149 of 1976.

Between

THE WORKMAN AND THE MANAGEMENT OF M/s RATTAN CHAND HARJAS RAI  
(MOULDINGS) PVT. LIMITED, FARIDABAD.

Presents Shri Amar Singh, for the workman.

Shri K. P. Aggarwal, for the management.

#### AWARD

By order No. ID/47086, dated 22nd December, 1976, the Governor of Haryana, referred the following dispute between the management of M/s Rattan Chand Harjas Rai (Mouldings) Pvt. Ltd, Faridabad and its workman to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) sub-section (1) of section 10 of the Industrial Disputes Act, 1947.

Whether the workmen are entitled to bonus for the year 1974-75 at higher rate than 4 per cent declared by the management ? If so, with what details ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties, the following issues were framed in reference No. 6 of 1977 on 25th June, 1977.

- (1) Whether a substantial number of workmen have expounded the dispute ? If not, to what effect ?
- (2) Whether the workmen are entitled to bonus at a rate higher than 4 per cent declared by the management ?

The case was fixed for the evidence of the workmen. The workmen examined Shri Prem Chand, President of the Union as W. W. 1 who produced a copy of the resolution in support of the demand for bonus. He proved certain documents also. In cross-examination, however, stated that the minutes of that meeting regarding demand of bonus was not entered in the register. He could not identify the signatures at No. 9 on Exhibit M-2 but he asserted that these signatures were obtained in his presence. He could not give dates but stated that it was approximately more than a year. He also could not give out the shift in which Shri Rati Ram was working on the day in which the signatures were obtained on Exhibit M-2. He stated that signatures to Ex. M-2 were in general shift as well as in other shifts. He further stated that he has got membership form of the union, copies of subscription receipts of the members of the union and also membership register. He however, denied that no resolution was passed nor the workman gave authority and that Ex. W-1 and W-2 were prepared only to meet the case. He further stated that there was one other paper on which the workman had signed relating demand of bonus under reference. The workman closed their case.

Then the case was fixed for the evidence of the management. The management had examined one Shri Harish Chander their Incharge time office, in part only as he had not brought the attendance register for the year 1976. Therefore, the representative for the management prayed for adjournment to examine this witness on the next date of hearing.

Then the case was fixed for the evidence of the management on 29th March, 1978. On 29th March, 1978 the learned representative for the management stated that the dispute has been settled and he filed a photostat copy of the settlement. The photostat copy purported to have been signed by 73 workmen and the representatives for the workmen and the management. The learned representative for the workmen wanted time to verify the factum of settlement from the workman. The representative for the management stated that the settlement has been signed by the president, the General Secretary, Joint Secretary of the union and another representative for the workmen on behalf of the workman. He further stated that there was a strike in the factory and the Government has declared the strike illegal, and now the workman had called off the strike and the factory has started functioning. He prayed that the settlement be taken on the file of the case and the award be given in terms thereof. He further stated that the management wanted to examine the President of the union who was present in court then.

It was at this stage that both the parties agreed that this case as well as reference No. 149 of 1976 be consolidated and the statement or evidence of the President of the Union be treated as evidence and statement in both these references. Accordingly both these references were consolidated and evidence was recorded in reference No. 6 of 1977.

Here it would be in the fitness of things to mention the proceedings of reference No. 149 of 1976 also.

On receipt of this order of reference notices were issued to the parties. The parties had appeared and filed their pleadings. On the pleadings of the parties the following issues were framed in reference No. 149 of 1976 on 21st December, 1976.

- (1) Whether the existing grades and scales of the workman should be revised ? If so, with what details ?
- (2) Whether the workmen are entitled to bonus at a higher rate than 10 per cent for the year 1973-74 ? If so, with what details ?
- (3) Whether the workmen are estopped from demanding bonus higher than 10 per cent as they received the bonus distributed to them without any protest or hesitation ?
- (4) Whether the referred demands do not amount to an industrial dispute alleging in para No. 1 of preliminary objection ?

The case was fixed for the evidence of the workman. The workman had examined Shri Prem Chand, the Ex-Maintenance Fitter of the management as W. W. 1 and had closed their case.

Then reference No. 149 of 1976 was fixed for the evidence of the management. The management had examined their Personnel Officer and factory Manager Shri K. S. Chander. Then this reference was fixed for the remaining evidence of the management. Reference No. 149 of 1976 was at this stage.

After consolidating both these references, the statement of Shri Prem Chand, President, of the union on S. A. was recorded in reference No. 6 of 1977 who stated that he was the President of the union and that the workmen of the factory of the management had gone on strike with effect from 12th January, 1978 and the Government later on had prohibited that strike. But even then the workmen continued their strike even after it being illegal and after remaining to strike prohibited by the Government for some period, the workman entered into settlement with the management on 20th March, 1978. He produced photostat copy of the settlement. He further stated that he and other office bearers signed the settlement and the workman also signed and thumb marked in his presence. He had seen original settlement also and admitted his signatures thereon. He also identified the signatures of other office bearers of the union on the settlement. The photostat copy of the settlement is Ex. W-1. He further stated that he also made an application in both these references that award be given regarding no dispute, as the dispute had been settled. He further stated that he settlement covered the dispute under the above said two references and that there was no dispute at all and that the factory was work normally.

The representative for the workman wanted to cross-examine the president, although it was beyond his authority but it was alleged. In cross-examination Shri Prem Chand the President of the Union stated that the settlement was reached at 4.30 A. M. and it was arrived at in order to call off the strike. He further stated that the demand notice was given. There were six demands. The case was then fixed for consideration. The President of the Union also admitted the signatures on an application made to the Tribunal praying that no dispute award may be given that application is marked 'A'.

I have gone through the settlement Ex. W-1. The settlement provides that Sarvshri Tusli Dass and Chaju Ram, Prem Chand and Gori Shanker shall be paid off as per section 25 of the Industrial Disputes Act, in their full and final account and settlement and will not have any right of re-employment and re-instatement. The statement further provides that the strike by the workman had been prohibited by the Government but even then the strike continued, although the management issued repeated notices to the workman for resuming work and that all the workmen including Sarvshri Gori Shanker and Prem Chand approached the management for mutual settlement which was arrived at as mentioned in Ex. W-1. The settlement further provided that the workers will resume their duty latest by 25th March, 1978 and the management will not take any disciplinary action for the said strike resorted to by the workman with effect from 12th January, 1978. The settlement shall remain in force for the period of two years and the workman will not raise any other demand involving any financial burden on the employer. It was further agreed in the settlement that no wages shall be paid to the workman for the period of strike i. e. with effect from 12th January, 1978 (the date of strike) to 20th March, 1978 (the date of settlement). According to the settlement the management shall pay *ad hoc* increase of Rs. 13/- to each workman in his basic salary with effect from 1st April, 1978 and that the workman will not resort to any slow down, tool down strike for any other direct action during the tenure of settlement. The settlement further provided for solving the dispute by creating a machinery of Managing Director but in case the workman was not satisfied with the decision of the Managing Director. He will be true to raise an industrial dispute. This settlement is signed by the President and Vice-President of the union, General Secretary and Joint Secretary of the union and one other workman, on behalf of the workman. It is signed by the Managing Director

and works Director on behalf of the employer. It is witnessed by two witnesses, one Shri K. P. Aggarwal, the representative of the management and the Labour Officer, Faridabad.

The representative appearing for the workman has no authority to challenge the settlement. He derived his authority by a letter of authority executed by workman authorising the President Shri Prem Chand and Shri A. S. Sharma and Shri Madhu Sudan Saran Cowshish to act and appear in the reference. The demand notice is signed by Shri Prem Chand the President of the union in both the references. The order of reference is addressed to the President of the union of the workman. Claim statement and rejoinder are signed by Shri Prem Chand, the President of the workman's union. When the union had made a settlement and the settlement is signed by the Settlement Office bearer of the union and the President of the union Shri Prem Chand has adopted the settlement as witness before this Tribunal and has prayed for giving no dispute award, I think that the authorised representative for the workman Shri Amar Singh has not right to challenge the settlement. The union or its Office bearers or principal and Shri Amar Singh is only their agent who derived authority only from the union or its office bearers. Moreover the settlement is also signed by 66 workmen plus 8 workmen and Office bearers. I had to give due weight to the settlement. The settlement has been entered into after the workman went on strike for about two months and 8 days and the workman even remained on strike after the Government prohibited the strike. In these circumstances when the settlement was arrived at on 20th March, 1978 the settlement is genuine. Four workmen Sarvshri Tulsu, Das, Chaju Ram, Prem Chand, Gori Shanker were dismissed. They had been treated as retrenched and paid off under section 25-F of the Industrial Disputes Act. Moreover an *ad hoc* increase of Rs.13 has also been given to each workman. The settlement has not accorded in all the demands of the workman but relief has been given to the workman. As for bonus the Management have placed on file the copies of their balance sheet to prove their case. Under these circumstances, I can not hold that the settlement is not just and fair. The circumstance in which the settlement has been arrived at and when the settlement grants relief to the workman at a time when the strike was to be called off, leads me to conclude that the settlement has been made by the workman after resorting to direct action of strike and after ascertainment of their strength, is genuine. It is just and fair also. I, therefore, uphold the settlement. It is witnessed even by the Labour Officer as a result of the Settlement even the strike has been called off. I, therefore, answer the reference and given my award in terms of the settlement. The settlement and the application of the president pray that no dispute award may be given. I, therefore, answer these reference and give my award in both these references that now there remains no dispute between the parties. However, the said settlement shall govern the parties for a period specified therein.

NATHU RAM SHARMA,  
Presiding Officer,

Industrial Tribunal, Haryana, Faridabad.

Dated 25th May, 1978.

No. 416, dated 25th May, 1978

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments Chandigarh, as required under section 15 of the Industrial Disputes, Act 1947.

NATHU RAM SHARMA.

Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

Dated 25th May, 1978.

G. V. GUPTA. Secy.,

### HARYANA PUBLIC WORKS DEPARTMENT

#### BUILDINGS AND ROADS BRANCH

JIND CIRCLE, P.W.D. B.&R., BR. JIND

The 23rd June, 1978

No. 111.—Whereas it appears to the Governor of Haryana that the land is likely to be required to be taken by the Government, at public expense, for a public purpose, namely, Constructing a road from Jind to Jalani road, it is hereby notified that the land in the locality described below is likely to be acquired for the above purpose.

This notification is made under the provision of section 4 of the Land Acquisition Act, 1894, to all whom it may concern.

In exercise of the powers conferred by the aforesaid section, the Governor of Haryana is pleased to authorise the Officers for the time being engaged in undertaking with their servants and workmen to enter upon and survey any land in the locality and do all other acts required or permitted by that section.

Any person interested who has any objections to acquisition of any land in the locality may, within thirty days of the publication of this notification file an objection in writing before the Land Acquisition Collector, Haryana P.W.D., B. & R. Branch, Ambala Cantt.

## SPECIFICATION

Name of District	Name of Tehsil	Name of village	Area in Acres	Remarks
Jind	Jind	Jind	1.51	64 57 40, 41, 42, 43-Rasta 27 58 25, 30, 26, 14, 7, 8, 3/1, 2, 313, 313/1, 4022, 59/31-Rasta, 37/16, 17, 18, 24, 3/1, 37/441, 12/2, 17, 304, 19/2, 11/2, 11/1, 15
Do	Do	Julani	1.03	91 90 10 6/1, 6/2, 5/1, 4/1, 4/2, 3/2 71 24, 23/1, 23/2, 22/1, 22/2, 19/1, 19/2, 20/1, 20/2, 11-Rly. Line 72 67 16, 17, 14, 8, 3, 2 22/1, 22/2, 21/1, 67 66 21/2-Rasta 16/1, 25/1-Rasta, 17/1, 66 17/2, 18/1, 18/2, 13-Rasta, 71/12, 66/12/1, 12/2, 11/1, 11/2, 89, 65/15, 6/1, 6/2, 119, 120
Total			2.54 Acres	

(Sd.) , , ,

Superintending Engineer,  
Jind Circle, P.W.D., B. & R. Branch,  
Jind.

## AMBALA CIRCLE

The 19th June, 1978

No. 255/SE/Ambala/PWD/B&R/110.—Whereas the Governor of Haryana is satisfied that the land specified below is needed by Government at public expense, for a public purpose, namely, for constructing an approached road Shahabad Thol land to village Kalsana, tehsil Thanesar, district Kurukshetra, it is therefore, hereby declared that the land described in the specification below is required for the aforesaid purpose.

This declaration is made under the provisions of section 6 of the Land Acquisition Act, 1894, to all whom it may concern and under the provisions of section 7 of the said Act, the Land Acquisition

Collector Haryana, P.W.D. (B&R) Branch, Ambala Cantt. is hereby directed to take orders for the acquisition of the said land.

Plans of the land may be inspected in the offices of the Land Acquisition Collector, Haryana, P.W.D. (B&R) Branch, Ambala Cantt. and Executive Engineer, Construction Division Pili.

## SPECIFICATION

District	Tehsil	Locality/village Hadbast No.	Area in acres	Rectangle/Killa No.			
Kurukshetra	Thanesar	Kalsani	0.31	523	526	528	529
				2	2	2	2
				527			
				2			

(Sd.) . . .

Superintending Engineer,  
Karnal Circle, P. W. D. B. & R. Branch,  
Karnal Haryana

The 22nd June, 1978

No. S.E. Rohtak Circle/P.W.D/B, & R./Br./Rohtak/No. 28RA/IV/526.—Notification by Government under section IV, Act I, 1894, whereas it appears to the Governor of Haryana that land is likely to be required to be taken by Government at the public expense, for public purpose, namely, "Madina to Bharan road in district Rohtak. It is hereby notified that land in the locality described below is likely to be required for the above purpose.

This notification is made under the provisions of section IV of the Land Acquisition Act, 1894, to all whom it may concern.

In exercise of the powers conferred by the afore-said section, the Governor of Haryana is pleased to authorise the Officers for the time-being engaged in undertaking with their servants and workmen to enter upon and survey any land in the locality and do all other acts required or permitted by that sanction.

Any person interested who has any objection to the acquisition of any land in the locality may within thirty days of the publication of this notification file an objection in writing before the Land Acquisition Collector Haryana, Public Works Department, Buildings and Roads Branch, Ambala Cantt.

## SPECIFICATION

District	Tehsil	Locality/ Village	Hadbast No.	Area in Acres	Khasra Nos.		Remarks
				K. M.			
Rohtak	Rohtak	Madina Korsan	105	8.70	52	74	
					18, 19, 20, 22, 23, 24, 25	21	
					75		
					11, 12, 17, 18, 19/1, 19/2, 20, 23,		
					75		
					24/1, 24/2		
					76		
					1, 2, 7, 8/1, 8/2, 9, 10, 14, 15/1, 15/2		
					77	83	
					4, 5, /1, 5/2,	5	

District	Tehsil	Locality village	Hadbast No.	Area in Acres	Khasra Nos.	Remark
					84	
					1/1, 1/2, 2, 7/1, 7/2, 8/1, 8/2, 1,	
					84	
					8/2/2, 9, 14, 15, 16/1, 16/2,	
					85	
					19, 20/1, 20/2, 22/1, 22/2, 23/1, 23/2	
					98	
					10, 11, 12, 18, 19/1, 19/2,	
					98	
					20, 22, 23/1, 23/2, 24,	
					99	
					2, 4/1, 4/2, 5/2, 6/1, 6/2, 7,	
					114	
					3/1, 3/2, 3/3, 4/1, 4/2, 5, 6, 7, 15	
					115	
					10, 11/1, 11/2, 19, 20,	
					22, 23/1, 23/2, 23/3, 123/3, 4,	
					7, 8, Rasta 270, 271, 1650/1,	
					1652, 1656/3, 1656/4, 1658/	
					1708/1, 1708/2, 1709/1, 1709/1	
					1725.	
					Dhana 1543, 1548, 1561, 1563, 1562,	
					1564, 1565.	
					Nahar 263, 265,	
Rohtak	Rohtak	Bharan	106	4.88	106/15, 16/1, 107	
					11, 18, 19, 20, 23, 24/1, 24/2,	
					107	
					24/3, 25/1, 25/2,	
					114	
					11/1, 11/2, 12, 18, 19, 20/1,	
					20/2, 23, 24/1, 24/2, 25,	
					115	
					1/1, 1/2, 2, 6, 7/1, 7/2, 8/1, 8/2, 9, 14, 15	
					116	
					4/1, 4/2, 5/1, 5/2,	
					140	
					4, 5/1, 5/2	
					141	
					1/1, 1/2, 2, 7, 8/1, 8/2, 9/1,	
					9/2, 10, 13, 14, 15, 16, 142/11/3, 20	
					Pond 338, Canal 373	
					Rasta 374, 377, 385, 386, 387.	
Total area				13.58		